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via email and regular mail

April 20, 2017

Juan Fajardo, Esq.
Office of Regional Counsel
New Jersey Superfund Branch
U.S. Environmental Protection Agency
Region 2
290 Broadway
17th Floor
New York, NY 10007-1866

Re: Offer of Cash Out Settlement at the Diamond Alkali Superfund Site Lower 8.3 Miles of
Lower Passaic River; Essex and Hudson Counties, New Jersey, dated March 30, 2017

Dear Juan:

On behalf of my client, Teva Pharmaceuticals USA, Inc. ("Teva"), I write to advise you that Teva is inclined to accept the U.S. Environmental Protection Agency's ("EPA") above-referenced cash out settlement offer for Operable Unit 2 (OU 2) and is willing to enter into a Settlement Agreement along the lines of the one enclosed with EPA's letter, dated March 30, 2017. As you know, by email from Zack Hohl on April 12, 2017, Teva, along with several other parties who received EPA's cash out settlement offer, provided collective comments/revisions to EPA's proposed Settlement Agreement in the form of a red-lined mark-up of that Agreement. While I understand that there are certain points (*i.e.*, the \$280,600 settlement amount and limiting the scope of the agreement to OU 2 and excluding coverage for natural resource damages) that EPA views as inviolate, I am hopeful that we can schedule a meeting or call with EPA very soon to discuss the other points raised in the mark-up of the Settlement Agreement (which comments and meeting request you had indicated in your response email of April 13 that EPA would consider). I believe that such a meeting or call to allow us to explain the rationale underlying the mark-up will be helpful to EPA.

Sincerely,

Gail S. Port

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